

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

Peeq Imaging, LLC
5290 Shawnee Road
Suite 300
Alexandria, VA 22312

PLAINTIFF

v.

National Communications Group
381 Park Avenue South
New York, NY 10016

DEFENDANT

Case No.

COMPLAINT

Plaintiff, Peeq Imaging, LLC (“Peeq”) by and through counsel, Catherine E. Bocskor, Attorney at Law, hereby sues Defendant, National Communications Group, Inc. (“National Communications”), and in support thereof states as follows:

1. PEEQ Imaging is a Maryland limited liability company with its headquarters at 5290 Shawnee Road, Suite 300, Alexandria, VA 22312.
2. National Communications is a New York corporation with an address at 381 Park Avenue South, New York, NY 10016.
3. Jurisdiction is based on 28 U.S.C. Sec. 1332 in that the parties are citizens of two different states and the amount in controversy exceeds \$75,000.

4. From August 2, 2017 through August 14, 2018, PEEQ Imaging provided printing products and services to National Communications. *See* Statement of Account attached as Exhibit A.

5. PEEQ Imaging provided regular statements of account to National Communications as National Communications incurred charges on its account.

6. Of the amount owed by National Communications to PEEQ Imaging, \$147,363.01 is currently due and owing.

ACTION ON ACCOUNT

9. Plaintiff repeats and realleges all of the allegations set forth above as if more fully set forth herein.

10. Defendant ordered, and plaintiff sold and delivered to defendant various goods, wares, merchandise and services for the agreed price, with the reasonable value as reflected on the Statement of Account.

11. The charges invoiced by the plaintiff are just and are the usual, customary and reasonable prices for plaintiff's goods, wares, merchandise and services.

12. Defendant has failed to pay all the amounts due and owing and is thereby in default of its obligations.

13. By reason of the foregoing, there is due to plaintiff from defendant on its Action on Account the sum of \$147,363.01.

GOODS SOLD AND DELIVERED

14. Plaintiff repeats and realleges all the allegations set forth above as if more fully set forth herein.

15. At the special instance and request of defendant, the plaintiff furnished and delivered certain goods, wares and merchandise to defendant at the agreed price and reasonable value, which defendant agreed to pay to the plaintiff.

16. Having received the goods, defendant has refused to pay plaintiff.

17. By reason of the foregoing, there is due to the plaintiff from defendant for Goods Sold and Delivered the sum of \$.147,363.01

QUANTUM MERUIT

18. Plaintiff repeats and realleges all the allegations set forth above as if more fully set forth herein.

19. Defendant was enriched by its receipt of the goods and services from plaintiff and by defendant's failure to pay for the same.

20. The enrichment was at plaintiff's expense.

21. The circumstances were such that equity and good conscience require defendant to make restitution to plaintiff in the amount of \$147,363.01.

WHEREFORE, PEEQ Imaging respectfully requests that the Court enter a judgment against National Communications in the amount of \$147,363.01 plus:

- a. \$400.00 representing PEEQ Imaging's court costs incurred in bringing the instant action; and
- b. Post-judgment interest at the legal rate.

Respectfully submitted,



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Attorney for PEEQ Imaging, LLC